LDAP DEVELOPERS
SOFTWARE LICENSE AGREEMENT

This Agreement, is made between the University of Chicago as operator of Argonne National Laboratory under Contract No. W-31-109-ENG-38 ("Licensor") with the U.S. Department of Energy ("DOE"), and the undersigned ("Licensee").

1. **Definitions**. The following definitions apply herein:

    (a) "Licensed Software" means computer software in source code generally referred to as ALDAP Browser/Editor Version 2.7@

    (b) ADerivative Software@ means the object code that results from Licensee=s compilation of modified or unmodified Licensed Software or any portion thereof.

    (c) "User Limitation" means maximum number of cpu=s using Derivative Software internally, operated by employees (but not affiliates, consultants or contractors) of Licensee.

    (d) ADeveloper Product@ means a computer software product that incorporates Derivative Software.

    (e) ALicensed Developer Products@ means copies of Developer Products up to and including the maximum number for which royalties are paid or payable as provided in Section 4.

    (f) A "Sale" of Developer Product occurs when Developer Product is licensed to another party for other than evaluation purposes.

    (g) ANet Sales@ means the total amounts invoiced to purchasers during the accounting period in question for Developer Products sold by Licensee less allowances for returns of Developer Products, discounts, rebates, commissions, freight, and taxes on Developer Products. Net Sales in the case of Developer Products transferred shall mean the fair market value of Developer Products as if they were sold to an unrelated third party in similar quantities.

2. **License Grant**

    (a) Subject to the terms and conditions hereof, Licensor hereby grants and Licensee accepts, the non-exclusive rights and a license to: i) internally use and reproduce Licensed Software in support of Licensee=s efforts to develop Derivative Software, subject to the User Limitation; ii) use, reproduce, modify, and compile Licensed Software for the purpose of creating Developer Products; iii) use, reproduce and distribute Derivative Software as part of Licensed Developer Products; and iv) license purchasers to use Derivative Software as part of Licensed Developer Products.   (b) The rights and license in (a) above are subject to the following limited license granted by Licensor to the U.S. Government:

    The Government is granted for itself and others acting on its behalf a paid-up, non-exclusive, irrevocable worldwide license in the Licensed Software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government. Beginning twenty (20) years after September, 1998, unless the U.S. Department of Energy grants an extension of time, the Government is granted for itself and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license in the Licensed Software to reproduce, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

3. **License Term**

    (a) The rights and license granted herein shall commence on the date Licensed Software is electronically delivered to Licensee. Licensor shall make Licensed Software available for electronic delivery promptly following receipt by Licensor of a license issue fee in the amount of seven hundred dollars ($700) payable to Argonne National Laboratory and this Agreement signed on behalf of Licensee. Magnetic media will be shipped at Licensee=s expense upon written request.

    (b) Unless earlier terminated as provided in Section 6, this License shall continue in perpetuity.

4. **Royalties and Reports**

    (a) In consideration of the rights granted herein, Licensee agrees to the provisions of Exhibit A hereby incorporated into this Agreement.

    (b) Within thirty (30) calendar days after the close of each calendar year during the term of this Agreement (i.e. before January 31), Licensee will furnish Licensor a written report and accompanying payments as outlined in Exhibit A providing: (i) User Limitation (established by Licensee); (ii) Sales of Developer Products during the preceding calendar year period (if

none, Licensee will so indicate), (iii) license fee equal to the User Limitation times thirty-five dollars ($35.00); (iv) royalties equal to fifteen percent (15%) of the Net Sales of Developer Products but not less than thirty-five dollars ($35) per unit sold.

(c) Licensee shall have no obligation to pay royalty on any Sale of a Developer Product to the U.S. Government or any agency thereof or any U.S. Government contractor who certifies that the purchase of Developer Products is for or on behalf of the U.S. Government. Licensee agrees to refrain from imposing royalty charges in Sales of Developer Product to the foregoing entities, and further agrees to refund any royalty collected on such Sales.

(d) License fee and royalties shall accompany reports as outlined in Exhibit A. Should Licensee fail to make any payment to Licensor within the time period prescribed for such payment, then the unpaid amount shall bear interest at the rate of one and one-half percent (1.5%) per month or, if less, the greatest amount permitted by law, from the date when payment was due until payment in full, with interest, is made.

(e) Licensee shall keep books and records according to generally accepted accounting procedures, accurately showing number of cpu≈s using Derivative Software internally and disposition of Licensed Developer Products under the terms of this Agreement. Such books and records shall be open to inspection on a proprietary basis by representatives or agents of Licensor at reasonable times, but in no event more than once each calendar year, to ensure compliance with this Agreement. Licensee can request that any such inspection and audit be conducted by an independent auditor, in which event, Licensee shall pay the costs of such auditor.

5. Support
Licensor shall have no obligation to support use by Licensor or by third parties of Licensed Software or Licensed Developer Products.

6. Termination
(a) This Agreement shall be subject to termination by Licensor if Licensee becomes insolvent, declares bankruptcy, or a receiver or trustee is appointed for Licensee. Licensee may terminate this Agreement at any time without cause by destroying Licensed Software together with all copies and adaptations. In addition, either party may terminate this Agreement with written notice upon the occurrence of a default or breach by the other party in any of its obligations under this Agreement, provided such default or breach continues for more than thirty (30) days after receipt by such other party of notice; provided, however, there shall be no such cure period with respect to any breach of Licensee≈s obligation under Section 9 hereto.

(b) Upon termination of this Agreement for breach by Licensee, Licensee agrees to destroy the Licensed Software together with all copies and adaptations, and to certify to Licensor that it has destroyed same, except that Licensee will have the right to maintain one copy of Licensed Software and/or Developer Products but only for the purpose and to the extent reasonably necessary for Licensee to provide support and maintenance to end users of Licensed Developer Products. Upon termination of this Agreement, end users of Derivative Software as part of Licensed Developer Products who are not in default may continue to use Derivative Software under the terms of their license from Licensee.

(c) Upon termination of this Agreement for any reason, royalties that remain unpaid shall be paid to Licensor within thirty (30) days of such termination.

7. Limited Warranty
(a) Licensor warrants for thirty (30) days after shipment that any recording media by which Licensed Software is furnished is free of manufacturing defects and damage provided that the media has been properly installed by Licensee. Licensee does not warrant that any Licensed Software will meet Licensee≈s requirements nor will be error free. As Licensee≈s sole and exclusive remedy for breach of the warranty herein, Licensor will provide a suitable replacement media containing the Licensed Software.

(b) EXCEPT AS PROVIDED ABOVE, NEITHER THE UNITED STATES, NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR THE UNIVERSITY OF CHICAGO, NOR ARGONNE NATIONAL LABORATORY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED FOR ANY PURPOSE (WHETHER OR NOT KNOWN, OR HAVING REASON TO KNOW, HAVING BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) OR THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS. IN ADDITION,

SAID PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE LICENSED SOFTWARE, OR ANY PORTION THEREOF.

(c) IN NO EVENT WILL SAID PARTIES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS AGREEMENT OR LICENSEE=S USE OF THE LICENSED SOFTWARE. THE PARTIES ACKNOWLEDGE THAT THE LICENSEE FEE REFLECTS AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

(d) Licensor is unaware of any third party intellectual property rights that the Licensed Software will infringe. Licensee=s sole and exclusive remedy with respect to allegations or proof of infringement of third party intellectual property rights by the Licensed Software and/or its use by Licensee, regardless of any alleged negligent misrepresentation or any other alleged breach of this Agreement by Licensor, to the exclusion of all other remedies therefore will be for Licensor to refund to Licensee an amount equal to royalties paid hereunder.

8. Indemnity

Licensee indemnifies the U.S. Government, the University of Chicago, Argonne National Laboratory, and their trustees, officers, employees and agents, for all damages, costs, and expenses, including attorneys=fees, arising from personal injury or property damage to third parties occurring as a result use of the Licensed Software by Licensee, including but not limited to the making, using, selling, or exporting of products, processes, or services derived therefrom. This indemnification shall include, but not be limited to, indemnification for any product liability. Licensee=s indemnification obligations arising hereunder shall apply irrespective as to whether such damages, costs and expenses arise or are alleged to arise, directly or indirectly, from the participation, whether active or passive, or negligence, whether ordinary or gross, of such parties, their employees, agents, or other personnel.

9. Protection of Licensed Software

Except as expressly provided herein, Licensee receives no rights to and will not sell, assign, lease, market, transfer, encumber, or otherwise suffer to exist any lien or security interest on, or allow any third person, firm, corporation, other entity to use, copy, or reproduce in whole or in part in any manner the Licensed Software. Licensee shall use its best efforts to insure that no unauthorized copy, in whole or in part, in any form shall be made of the Licensed Software. No sublicense to Derivative Software as part of Licensed Developer Products shall provide any right (express or implied) to reproduce Derivative Software except for archival purposes, or to decompile, reverse engineer, modify or prepare derivatives of Derivative Software.

10. Taxes

Licensee will pay or reimburse all federal, state, local or other taxes, including but not limited to, sales, use, added value, or excise taxes, or amounts levied in lieu thereof, based on fees and charges payable under this Agreement or based on Licensee=s use of the Licensed Software.

11. EXPORT

LICENSEE AGREES AND CERTIFIES THAT IT WILL NOT EXPORT OR RE-EXPORT, DIRECTLY OR INDIRECTLY, THE LICENSED SOFTWARE, OR ANY PORTION THEREOF, OR ANY SYSTEM CONTAINING LICENSED SOFTWARE TO ANYONE OUTSIDE OF THE UNITED STATES WITHOUT FIRST COMPLYING STRICTLY AND FULLY WITH ALL EXPORT CONTROLS THAT MAY BE IMPOSED ON THE LICENSED SOFTWARE BY THE UNITED STATES GOVERNMENT OR ANY OTHER COUNTRY.

12. Assignment

Except as expressly provided herein, Licensee may not assign, sublicense, or otherwise transfer its rights, duties or obligations under this Agreement to any other party or entity, in whole or in part, without the prior written consent of Licensor.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

14. Notices

Notices to Licensee shall be sent to the address specified beneath Licensee=s signature and to Licensor to: Ms. H. Carol Bernstein, General Counsel and ITD Director, Argonne National Laboratory, 9700 South Cass Avenue, Argonne IL 60439. Notice shall be deemed effective on the date of delivery if delivered by personal delivery (including overnight mail by private carrier) or on the date of mailing if delivered by certified mail.

15. Miscellaneous

(a) Nothing in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, tradename, trademark, or other designation of any party hereto or of Argonne National Laboratory, the University of Chicago, the U.S. Department of Energy, the U.S. Government, or any employees thereof, and any contraction, abbreviation, or simulation of any of the foregoing.

(b) The headings of the several sections of this Agreement are included for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(c) In the absence of applicable Federal law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

(d) The failure or forbearance by Licensor or Licensee to enforce any right or claim against the other party shall not be deemed to be a waiver by Licensor of a claim or right or claim hereunder. The waiver by Licensor or Licensee of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

(e) If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the Agreement, but rather the entire agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly. The parties hereby acknowledge that if any provision of this Agreement is determined to be invalid and unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below, the later of such dates being the effective date of this Agreement.

LICENSEE

Company Name:

By

Name:

Title:

Date:

ADDRESS:

_____   (City, State, Zip Code, Country)

THE UNIVERSITY OF CHICAGO, AS OPERATOR OF ARGONNE NATIONAL LABORATORY

By:

Name:

Title:

Date:

<center>**Exhibit A**</center>

<center>**Royalties and Reports**</center>

1. Report of First Sale

Within thirty (30) days following the first sale of a Developer Product, Licensee will notify Licensor in writing of such sale, including:

Licensee Name:

Date:

Description of Developer Product(s):

Date and Place of First Sale:

2. Financial Report and Payment of Royalties

Beginning January 31, 2000, and each January 31 thereafter Licensee will submit a report to Licensor reporting the information shown below for the prior calendar year (January 1 to December 31). Royalty payments as defined in Exhibit C will accompany each report

Report Date: **_____, 20**

Reporting Period: **January 1, 19 ____ to December 31, 19**

Licensee Name:

<u>**Internal Use:**</u>

      User Limitation

      License Fee paid with this report: **US $**

<u>**Sales:**</u>

Royalties paid with this report: **US $**

Description of Developer Products	Units Sold	Gross Sales US $	Net Sales US $	Royalties Due US $

Exhibit A

Royalties and Reports

(Continued)

U.S. Government Sales:

U.S. Government Agency	Description of Developer Products	Contract Number	Units Sold	Net Sales US $